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**IN THE UNITED STATES DISTRICT COURT  
FOR THE SOUTHERN DISTRICT OF NEW YORK**

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SILVEX DESIGNS, INC.

Plaintiff,

v.

FAST FLEET SYSTEMS, INC, QUEBECOR WORLD  
LOGISTICS, INC. d/b/a/ Q.W. EXPRESS, STATION  
OPERATOR SYSTEMS, INC., INTEGRITY TRANSPORT,  
INC., EDWARD EAGAN, individually, NICA, INC., JIRARI  
CORP., and HICHAM JIRARI, individually,

Defendants,

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FAST FLEET SYSTEMS, INC.,

Third-Party Plaintiff,

v.

ONEBEACON INSURANCE COMPANY, STATION  
OPERATOR SYSTEMS, INC., INTEGRITY TRANSPORT,  
INC., EDWARD EGAN, individually, NICA, INC., JIRARI  
CORP., and HICHAM JIRARI, individually,

Third-Party Defendants.  
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**ECF CASE**

**07-cv-03740-(DC) (DFE)**

**THIRD-PARTY DEFENDANT  
ONEBEACON INSURANCE  
COMPANY'S ANSWER TO  
NICA'S CROSS-CLAIMS**

Third-Party Defendant, OneBeacon Insurance Company (“OneBeacon”), by its attorneys, Barry N. Gutterman & Associates, P.C., for its Answer and Affirmative Defenses to Defendant NICA, Inc.’s (“NICA”) Cross-Claims, states as follows:

OneBeacon denies NICA’s Cross-Claim for indemnification and contribution.

**AS AND FOR A FIRST  
AFFIRMATIVE DEFENSE**

1. NICA fails to state claims upon which relief can be granted against OneBeacon.

**AS AND FOR A SECOND  
AFFIRMATIVE DEFENSE**

2. To the extent that NICA failed to file Cross-Claims within the period prescribed, these Cross-Claims are time barred.

**AS AND FOR A THIRD  
AFFIRMATIVE DEFENSE**

3. To the extent that NICA failed to meet the minimum filing requirements of filing a proper written claim within the time prescribed, these Cross-Claims are time barred.

WHEREFORE, Third-Party Defendant OneBeacon Insurance Company prays for judgment: (1) dismissing the NICA’s Cross-Claims, with prejudice, together with costs, expenses, interest, and attorneys’ fees; and (2) for such other and further relief as this Court deems just and proper.

Dated: New York, New York  
December 28, 2007

By: /s/ Barry Gutterman  
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